

Date _____

No.

To,

MR.....

Tele phone / Mobile number

Pan Card No.

Aadhar Card No.

Email Id

Sub: Your request for allotment of Flat in the project known as **VISHV ELEANOR**, having
MahaRERA Registration No. _____

Sir /Madam.,

1. **ALLOTMENT OF THE SAID FLAT :**

This has reference to your request referred at the above subject. In that regard, I/we have the pleasure to inform that you have been allotted a Flat No. _____ admeasuring RERA Carpet area _____ Sq. mtrs equivalent to _____ Sq. ft situated on _____ floor in the project known as **VISHV ELEANOR** having MahaRERA registration No. _____ hereinafter referred to as The said Flat/ Unit being developed on land bearing Plot No.10, Sector -42, Nerul, Navi Mumbai, Taluka and District- Thane admeasuring about 1187.25 Sq.Mtrs Area, for a total consideration of Rs. _____/- (Rupees _____ Only) exclusive of GST, Stamp Duty and registration charges

2. **ALLOTMENT OF GARAGE/COVERED PARKING SPACE(S):**

Further I/we have the pleasure to inform you that you have been allotted along with the said unit, garage(s) bearing No(s). _____, admeasuring _____ sq. mtrs equivalent to _____ sq. fts it covered car parking space(s) _____ level basement/podium bearing No(s) _____, admeasuring _____ sq. mtrs, equivalent to _____ sq. ft/stilt parking bearing No(s) _____ admeasuring _____ sq. mtrs, equivalent to _____ sq. ft./ mechanical car parking unit bearing No(s). _____ admeasuring _____ sq. mtrs, equivalent to _____ sq. ft /Stack car parking unit bearing No(s). _____ admeasuring

_____ sq. mtrs, equivalent to _____ sq. ft on the terms and conditions as shall be enumerated in the agreement for sale to be entered into between ourselves and yourselves.

OR

2. **ALLOTMENT OF OPEN CAR PARKING :**

Further I/ We have the pleasure to inform you that you have been allotted an open car parking /Stack Parking as per C.C. beating No. _____ without consideration.

3. **RECEIPT OF PART CONSIDERATION :**

I/we confirm to have received from you an amount of Rs. _____/- (Rupees _____ only) (this amount shall not be more than 10% of the cost of the said unit) being _____% of the total consideration value of the said unit as booking amount

/advance payment on _____, through _____ of part consideration:

OR

3. **RECEIPT OF PART CONSIDERATION :**

A. You have requested us to consider payment of the booking amount/ advance payment in stages which request has been accepted by us and accordingly I/We confirm to have received

from you and amount of Rs. _____/ (Rupees _____ only) being _____ % of the total consideration value of the said unit as booking amount /advance payment shall be paid by you in the following manner :

a) Rs. _____/- (Rupees _____ only) on or before _____.

b) Rs. _____/- (Rupees _____ only) on or before _____.

c) Rs. _____/- (Rupees _____ only) on or before _____.

d) Rs. _____/- (Rupees _____ only) on or before _____.

Note : the total amount accepted under this clause shall not be more than 10% of the cost of the said unit.

- B. If you fail to make the balance ____ % of the booking amount/ advance payment within the time period stipulated above further action as stated in Clause 12 hereunder written shall be taken by us as against you.

4. **DISCLOSURES OF INFORMATION :**

I/We have made available to you the following information namely

i) The sanctioned plans, layout plans, along with specifications, approved by the competent authority are displayed at the project site and has also been uploaded on MahaRERA website.

ii) The stage wise time schedule of completion of the project, including the provisions for civic infrastructure like water, sanitation

and electricity is as stated in Annexure A attached herewith and

iii) The website address of Maha RERA is

<https://maharera.mahaonline.gov.in/#>

5. **ENCUMBRANCES:**

I/ We hereby confirm that the said unit is free from all encumbrances and I/we hereby further confirm that no encumbrances shall be created on the said unit.

OR

5. **ENCUMBRANCES:**

I/ We created the following encumbrance(s)/encumbrance(s) attached with caveats as enumerated hereunder on the said unit

a)

b)

c)

6. **FURTHER PAYMENTS :**

Further payments towards the consideration of the said unit as well as of the garage(s)/covered car parking space(s) shall be made by you, in the manner and at the times as well as on the terms and conditions as more specifically enumerated / stated in the agreement for sale to be entered into between ourselves and yourselves.

7. **POSSESSION :**

The said unit along with the garage(s)/covered car parking spaces(s) shall be handed over to you on or before Dated - **11.05.2026**, subject to the payment or the consideration amount of the said unit as well as of the garage(s)/covered car

parking space(s) in the manner and at the times as well as per the terms and conditions as more specifically enumerated / stated in the agreement for sale to be entered into between ourselves and yourselves

8. INTEREST PAYMENT :

In case of delay in making any payments, you shall be liable to pay interest at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.

9. CANCELLATION OF ALLOTMENT :

- i. In case you desire to cancel the booking an amount mentioned in the table hereunder written would be deducted and the balance amount due and payable shall be refunded to you without interest within 45 days from the date of receipt of your letter requesting to cancel the said booking

Sr . No	if the letter requesting to cancel the booking is received.	Amount to be deducted
1.	Within 15 days from issuance of the allotment letter:	Nil ;
2.	Within 16 to 30 days from issuance of the allotment letter	1% of the cost of the said unit
3.	Within 31 to 60 days from issuance of the allotment letter	1.5% of the cost of the said unit
4.	After 61 days from issuance of the allotment letter	2% of the cost of the said unit

* The amount deducted shall not exceed the amount as mentioned in the table above

- ii. In the event the amount due and payable referred in Clause 9.

- i. Above is not refunded within 45 days from the date of receipt of your letter requesting to cancel the said booking, you shall be entitled to receive the balance amount with interest calculated at the rate which shall be the State Bank of India highest Marginal cost of Leading Rate plus two percent.

10. OTHER PAYMENT :

You shall make the payment of GST, stamp duty and registration charges as applicable and such other payments as more specifically mentioned in the agreement

for sale, the proforma whereof is enclosed herewith in terms of Clause 11 hereunder written.

11. **PRO FORMA OF THE AGREEMENT FOR SALE AND BINDING EFFECT :**

The proforma of the agreement for sale to be entered into between ourselves and yourselves is enclosed herewith for your ready reference. Forwarding the proforma of the agreement for sale does not create a binding obligation on the part of ourselves and yourselves until compliance by yourselves of the mandate as stated in Clause 12.

12. **EXECUTION AND REGISTRATION OF THE AGREEMENT FOR SALE:**

i) You shall execute the Agreement For Sale and appear for registration of the same before the concerned Sub Registrar within a period of 2 months from the date of issuance of this letter or * within such period as may be communicated to you." The said period of 2 months can be further extended on our mutual understanding.

* In the event the booking amount is collected in stages and if the allottee fails to pay the subsequent stage installment, the promoter shall serve upon the allottee a notice calling upon the allottee to pay the subsequent stage installment within 15 (fifteen) days which if not complied, the promoter shall be entitled to cancel this allotment letter. On cancellation of the allotment letter the promoter shall be entitled to forfeit the amount paid by the allottee or such amount as mentioned in the Table enumerated in Clause 9 whichever is less. In no event the amount to be forfeited shall exceed the amount mentioned in the above referred Table. Except for the above all the terms and conditions as enumerated in this allotment letter shall be applicable even for cases where booking amount is collected in stages.

ii) If you fail to execute the agreement for sale and appear for registration of the same before the concerned Sub Registrar within the stipulated period 2 months from the date of issuance of this letter or within such period as may be communicated to you, I/we shall be entitled to serve upon you a notice calling upon you to execute the agreement for sale and appear for registration of the same within 15 (Fifteen) days, which if not complied, I/we shall be entitled to cancel this allotment letter and further I/we shall be entitled to forfeit an amount not exceeding 2% of the cost of the said unit and the balance amount if any due and payable shall be refunded without interest within 45 days from the date of expiry of the notice period.

iii) In the event the balance amount due payable referred in clause 12 ii) above is not refunded within 45 days from the date of expiry of the notice period, you shall be entitled to receive the balance amount with interest calculated at the rate which shall be the state bank of India highest Marginal Cost of Lending Rate PLUS TWO PERCENT.

13. **VALIDITY OF ALLOTMENT LETTER :**

The allotment letter shall not be construed to limit your rights and interest upon execution and registration of the agreement for sale between ourselves and yourselves. Cancellation of allotment of the said unit thereafter, shall be covered by the terms and conditions of the said registered document

14. **HEADINGS :**

Headings are inserted for convenience only and shall not affect the construction of the various Clauses of this allotment letter.

Signature _____

M/S. VISHV REALTY)
THROUGH ITS PARTNERS)
1) MR. SURAJ SURESH AGARWAL)
2) MR. VISHAL SURESH AGARWAL)
3) MR. NARAYAN JIVA VAVIYA)
4) M/S. VISHVASHREE LIFESPACES PRIVATE LTD.)

(Promoter / Authorized Signatory)

Date : _____

Place : _____

CONFIRMATION & ACKNOWLEDGMENT

I/We have read and understood the contents of this allotment letter and the Annexure. I/We hereby agree and accept the terms and conditions as stipulated in this allotment letter.

Signature _____

Name of Allottee/s _____

Date _____

Place _____

Annexure A

Stage wise time schedule of completion of the Project :

Sr. No	Stage	Date of Completion
1	Excavation	25.09.2022
2	Basement (if any)	NA
3	Podiums (if any)	15.01.2023
4	Plinth	25.11.2022
5	Stilt (if any)	NA
6	Slab for super structure	31.10.2023
7	Internal wall, internal plaster, completion of flooring, doors and windows	30.06.2024
8	Sanitary electrical and water supply fittings within the said unit	31.08.2024
9	Staircase, lift wells and lobbies at each floor level overhead and underground water tank.	28.02.2025
10	External Plumbing and external plaster, elevation, completion of terrace with waterproofing	31.05.2025
11	Installation of lift, water pumps, firefighting fittings and equipment, electrical fittings, mechanical equipment, finishing to entrance lobby/s, plinth protection, paving of areas appurtenant to building/ wing, compound walls and all other requirements as may be required to complete project as per specifications in agreement of sale, any other activities	31.08.2025
12	Internal roads and foot paths, lighting	30.09.2025
13	Water supply	31.10.2025
14	Sewerage (chamber, lines, septic tank, STP)	30.11.2025
15	Storm water drain	31.12.2025
16	Treatment and disposal of sewage and sullage water	31.12.2025

M/S. VISHV REALTY)
THROUGH ITS PARTNERS)
1) MR. SURAJ SURESH AGARWAL)
2) MR. VISHAL SURESH AGARWAL)
3) MR. NARAYAN JIVA VAVIYA)
4) M/S. VISHVASHREE LIFESPACES PRIVATE LTD.)
(Promoter / Authorized Signatory)

AGREEMENT

THIS AGREEMENT made and entered into at Nerul (Navi Mumbai) on this ____ day of September, 2022, BETWEEN **M/S. VISHV REALTY** THROUGH ITS PARTNERS 1) **MR. SURAJ SURESH AGARWAL** , 2) **MR. VISHAL SURESH AGARWAL** 3) **MR. NARAYAN JIVA VAVIYA**, 4) **M/S. VISHVASHREE LIFESPACES PRIVATE LTD.** all Adults, Indian Inhabitants, having address at having office address at Office No.103, B-Wing, The Great Eastern Summit, Plot No.66, Sector-15, CBD Belapur, Navi Mumbai, herein after called **THE PROMOTER** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in -interest, executors, administrators and permitted assigns, including those of the respective partners) of the **ONE PART AND MR. _____** (having I. T. Pan No. _____) Adult/s, Indian Inhabitant/s, residing at _____ herein after called **THE PURCHASER/S/ ALLOTTEE/S** (which expression shall unless repugnant to the context or meaning thereof shall mean and includes his/her/their heirs, executors, administrators and assigns) of the **OTHER PART**.

WHEREAS:

- 1) The City and Industrial Development Corporation of Maharashtra Limited (hereinafter referred to as **M/s.CIDCO LTD**) is Government Company wholly owned by the state Government incorporated under the Companies Act, 1956 having its registered office at Nirmal 2nd floor, Nariman Point, Mumbai -400021 and is also New Town Development Authority declared for the area designated as a site of the new town of Navi Mumbai by the state Government in exercise of its power under Sub- Section (1) and (3-A) of Section 113 of Maharashtra Regional and Town Planning Act, 1966.
- 2) The State Government has acquired lands within the designated area of Navi Mumbai and vested the same in the Corporation by an order duly made on that behalf as per the provision of Sec.113 of the said Act.
- 3) By virtue of being the development authority the Corporation has been empowered under section 118 of the said act to dispose off any land acquired by it or vested into it in accordance with the proposal approved by the State Government under the said Act.

4) An Agreement to Lease Dated -12.05.2022, duly registered with Joint Sub Registrar Thane -6, on 13.05.2022 under Serial No.TNN6-5976-2022 , M/S. CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD., The Corporation has leased to **M/S. VISHV REALTY**, The Original Licensee, one such Plot No.10, admeasuring about 1,187.25 Sq.Mtrs. area, Sector -42, Nerul, Navi Mumbai, Taluka and District- Thane(herein after referred to as THE SAID PLOT) for a period of 60 years computed from the date of Agreement to Lease .

5) By virtue of Agreement to Lease Dated -12.05.2022, the Promoter herein viz :- **M/S. VISHV REALTY** THROUGH ITS PARTNERS 1) **MR. SURAJ SURESH AGARWAL** , 2) **MR. VISHAL SURESH AGARWAL** 3) **MR. NARAYAN JIVA VAVIYA**, 4) **M/S. VISHVASHREE LIFESPACES PRIVATE LTD.** have acquired a lease hold rights in respect of Said Plot .

6) Thereafter, the Said Promoter has prepared Building Plans in respect of intending Building viz. A **VISHV ELEANOR**, which is to be erected upon the Said Plot for Residential Purpose, through Architect and submitted the same to Assistant Director of Town Planning of M/s. Navi Mumbai Municipal Corporation for approval and sought approval to such plans and M/s. Navi Mumbai Municipal Corporation granted Development Permission in respect of Said Plot, vide Commencement Certificate Ref. No. NMMC/TPO/ BP/2588/2022, Dated . 18.08.2022 on the terms and conditions set and prescribed therein in respect of the Project in and upon Said Plot and authenticated copy is attach in **Annexure A** .

7) By virtue of the Agreement to Lease Dated -12.05.2022 the **M/S. VISHV REALTY**, are the owners of the said plot and they have got rights to develop the said property .

8) AND WHEREAS the PROMOTERS **M/S. VISHV REALTY**, are entitled and enjoyed upon to construct building/s on the aforesaid project land in accordance with the recitals herein above.

9) AND WHEREAS the PROMOTERS are in possession of the project land.

10) AND WHEREAS PROMOTERS have proposed to construct on the project land building and thereof having Ground Floor + Six upper floors having 15 - Residential Flats on the said plot of land to be known as a **VISHV ELEANOR** and to sell the said flats in the said buildings to the prospective Purchasers /Allottees.

11) AND WHEREAS THE PURCHASER/S/ALLOTTEE/S is/are offered **Flat bearing No. _____** on the _____ Floor, (Hereinafter referred to as the said flat) in the building called a **VISHV ELEANOR** (Hereinafter referred to as the said building) being constructed on the aforesaid project land by the PROMOTER.

12) AND WHEREAS the PROMOTER have entered into standard agreement with an Architects registered with the council of Architects and such agreement is as per the agreement prescribed by the council of Architects

13) AND WHEREAS the PROMOTER has registered the project under the provisions of the Real Estate (Regulation & Redevelopment) Act 2016 with the Real Estate Regulatory Authority at Mumbai, registration No. _____
_____ Authenticated copy is attach in **Annexure B**.

14) AND WHEREAS The PROMOTER have appointed a structural Engineer for the preparation of the structural design and drawings of the building/s and the PROMOTER accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/s.

15) AND WHEREAS by virtue of the Development Permission /Commencement Certificate Dated-18.08.2022 , the PROMOTER has sole and exclusive right to sell the Flats in the building known as a **VISHV ELEANOR** to be constructed by the PROMOTER on the project land and to enter into an Agreement/s with the PURCHASER/S/ALLOTTEE/S of the flats to receive the sale consideration in respect thereof;

16) AND WHEREAS on demand from the PURCHASER/S/ALLOTTEE/S , the Promoter has given inspection to the PURCHASER/S/ALLOTTEE/S of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects **M/S . ATUL PATEL ARCHITECTS** and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

17) AND WHEREAS the authenticated copies of Certificate of Title issued by the Mr . Sanket V . Dalvi , Advocate of the Promoter and authenticated copies of property or any other relevant record showing the Nature of the title of the promoter to the project land on which the Flats are constructed or are to be constructed have been annexed hereto and marked as Annexure C and Annexure D

18) The Authenticated Copies of the Plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure E.

19) The Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure F .

20) AND WHEREAS the authenticated copies of the plans and specifications of the Flats agreed to be purchased by the PURCHASER/S/ALLOTTEE/S, as sanctioned and approved by the local authority have been annexed and marked as Annexure G .

21) AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

22) AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

23) AND WHEREAS the Promoter have accordingly commenced construction of the said building/s in accordance with the said proposed plans.

24) AND WHEREAS the PURCHASER/S/ALLOTTEE/S has applied to the Promoter for allotment of a Flat No. onfloor , in the building known as **A VISHV ELEANOR** , to be constructed on Plot No.10, Sector -42, Nerul, Navi Mumbai, Taluka and District- Thane.

25) AND WHEREAS the carpet area of the said **Flat** is _____ square meters and "carpet area" means the net usable floor area of an Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the PURCHASER/S/ALLOTTEE/S or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the PURCHASER/S/

ALLOTTEE/S, but includes the area covered by the internal partition walls of the Flat.

26) AND WHEREAS the parties relying on the confirmations representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

27) AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs..... (Rupees only) , being part payment of the sale consideration of the Flat agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

28) AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at ____, no. _____ ;

29) AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Flat with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Flat No. _____ and Garage/Covered Parking No

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1. The PROMOTER shall construct building known as **A VISHV ELEANOR** on the aforesaid project land consisting of Ground + Six upper floors, on the aforesaid project land in accordance with plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the PROMOTER shall have to obtain prior consent in writing of the ALLOTTEE/S in respect of variations or modifications which may adversely affect the flat ALLOTTEE/S except any alteration or addition required by any government authorities or due to change in law.

1(a) (i) The ALLOTTEE/S hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the ALLOTTEE/S a **Flat No.** _____ admeasuring about _____ Sq. Mtrs of Carpet , _____ Floor, situated in the building known as **A VISHV ELEANOR**, (hereinafter referred to as the Flat) as shown in the floor plan thereof hereto annexed and marked Annexure E , F and G for the consideration of **Rs. _____/- (RUPEES _____ ONLY)** including Rs. _____ being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Flat including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos _____ situated at _____ Basement and/or stilt and /or _____podium being constructed in the layout for the consideration of Rs. _____/-.

(iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos _____ situated at _____ Basement and/or stilt and /or _____podium being constructed in the layout for the consideration of Rs. _____/-.

1(b) The total aggregate consideration amount for the Flat including garages/covered parking spaces is thus Rs. _____/-.

1(c) The ALLOTTEE/S has paid on or before execution of this agreement a sum of **Rs. _____/- (RUPEES _____ ONLY)** (not exceeding 10 % if the total consideration) as advance payment or application fee and hereby agrees to pay to PROMOTER the balance amount of **Rs. _____ /- (RUPEES _____ ONLY)** in the following manner :

i. Amount of **Rs. _____ /- (RUPEES _____ ONLY)** (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.

ii. Amount of **Rs. _____ /- (RUPEES _____ ONLY)** (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Flat is located.

iii. Amount of **Rs.**_____ **/- (RUPEES** _____ **ONLY)** (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Flat is located.

iv. Amount of **Rs.**_____ **/- (RUPEES** _____ **ONLY)** (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Flat.

v. Amount of **Rs.**_____ **/- (RUPEES** _____ **ONLY)** (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat.

vi. Amount of **Rs.**_____ **/- (RUPEES** _____ **ONLY)** (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat is located.

vii. Amount of **Rs.**_____ **/- (RUPEES** _____ **ONLY)** (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Flat is located.

viii. Balance Amount of **Rs.**_____ **/- (RUPEES** _____ **ONLY)** against and at the time of handing over of the possession of the Flat to the Allottee on or after receipt of occupancy certificate or completion certificate.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Swachha Bharat Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Flat.

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent

authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The PROMOTER undertakes and agrees that while raising a demand on the ALLOTTEE/S for increase in development charges, cost, or levies imposed by the competent authorities etc., the PROMOTER shall enclose the said notification/ order/ rule /regulation published/issued in that behalf to that effect along with the demand letter being issued to the ALLOTTEE/S, which shall only be applicable on subsequent payments.

1(f) The PROMOTER may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the ALLOTTEE/S by discounting such early payments @ ____ % per annum for the period by which the respective instalment has been preponed . The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to any ALLOTTEE/S by the PROMOTER.

1(g) The Promoters shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation gap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoters shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(h) The ALLOTTEE/S authorizes the PROMOTER to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the PROMOTER may in its sole discretion deem fit and the ALLOTTEE/S undertakes not to object/demand/direct the PROMOTER to adjust his payments in any manner.

2.1 The PROMOTER hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the ALLOTTEE/S, obtain from the concerned local authority occupancy and/or completion certificates in respect of the flat .

2.2 Time is essence for the PROMOTER as well as the ALLOTTEE/S. The PROMOTER shall abide by the time schedule for completing the project and handing over the Flat to the ALLOTTEE/S and the common areas to the association of the ALLOTTEE/S after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the ALLOTTEE/S shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the PROMOTER as provided in clause 1 (c) herein above. (A payment plan@).

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 1305.613 square meters only and Promoter has planned to utilize Floor Space Index of 1.10 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 1.10 as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Flat based on the proposed construction and sale of Flats to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.1 If the PROMOTER fails to abide by the time schedule for completing the project and handing over the flat to the ALLOTTEE/S, the PROMOTER agrees to pay to the ALLOTTEE/S, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the ALLOTTEE/S, for every month of delay, till the handing over of the possession. The ALLOTTEE/S agrees to pay to the PROMOTER, interest as specified in the Rule, on all the delayed payment which become due and payable by the ALLOTTEE/S to the PROMOTER under the terms of this Agreement from the date the said amount is payable by the ALLOTTEE/S(s) to the PROMOTER.

4.2 Without prejudice to the right of PROMOTER to charge interest in terms of sub clause 4.1 above, on the ALLOTTEE/S committing default in payment on due date of any amount due and payable by the ALLOTTEE/S to the PROMOTER under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the ALLOTTEE/S committing three defaults of payment of instalments, the PROMOTER shall at his own option, may terminate this Agreement:

PROVIDED THAT, PROMOTER shall give notice of fifteen days in writing to the ALLOTTEE/S, by Registered Post AD at the address provided by the ALLOTTEE/S and mail at the e-mail address provided by the ALLOTTEE/S, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the ALLOTTEE/S fails to rectify the breach or breaches mentioned by the PROMOTER within the period of notice then at the end of such notice period, PROMOTER shall be entitled to terminate this Agreement.

PROVIDED further that upon termination of this Agreement as aforesaid, the PROMOTER shall refund to the ALLOTTEE/S (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to PROMOTER) within a period of thirty days of the termination, the instalments of sale consideration of the flat/s which may till then have been paid by the ALLOTTEE/S to the PROMOTER.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the PROMOTER in the said building and the flat as are set out in Annexure H annexed hereto.

6. The PROMOTER shall give possession of the flat/s to the ALLOTTEE/S on or before 31st August 2026. If the PROMOTER fails or neglects to give possession of the flat to the ALLOTTEE/S on account of reasons beyond his/her/their control and of his/her/their agents by the aforesaid date then the PROMOTER shall be liable on demand to refund to the ALLOTTEE/S the amounts already received by him/her/them in respect of the flat/s with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the PROMOTER received the sum till the date the amounts and interest thereon is repaid.

PROVIDED that the PROMOTER shall be entitled to reasonable extension of time for giving delivery of Flat/s on the aforesaid date, if the completion of building in which the Flat/s is to be situated is delayed on account of :

- (i) War, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 PROCEDURE FOR TAKING POSSESSION - The PROMOTER, upon obtaining the occupancy certificate from the competent authority and the payment made by the ALLOTTEE/S as per the agreement shall offer in writing the possession of the Flat to the ALLOTTEE/S in terms of this Agreement to be taken within 3 (Three) months from the date of issue of such notice and the

PROMOTER shall give possession of the Flat to the ALLOTTEE/S. The PROMOTER agrees and undertakes to indemnify the ALLOTTEE/S in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the PROMOTER. The ALLOTTEE/S agree(s) to pay the maintenance charges as determined by the PROMOTER or association of ALLOTTEE/S, as the case may be. The PROMOTER on its behalf shall offer the possession to the ALLOTTEE/S in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The ALLOTTEE/S shall take possession of the Flat within 15 days of the written notice from the PROMOTER to the ALLOTTEE/S intimating that the said Flat/s is/are ready for use and occupancy:

7.3 **FAILURE OF ALLOTTEE/S TO TAKE POSSESSION OF FLAT** :-Upon receiving a written intimation from the PROMOTER as per clause 7.1, the ALLOTTEE/S shall take possession of the Flat from the PROMOTER by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the PROMOTER shall give possession of the Flat to the ALLOTTEE/S. In case the ALLOTTEE/S fails to take possession within the time provided in clause 7.1 such ALLOTTEE/S shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Flat to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat or the building in which the Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. The ALLOTTEE/S shall use the Flat or any part thereof or permit the same to be used only for residential purpose .

9. The ALLOTTEE/S along with other ALLOTTEE/S of Flat/s in the said project building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the PROMOTER may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the PROMOTER within seven days of the same being forwarded by the PROMOTER to the ALLOTTEE/S, so as to

enable the PROMOTER to register the common organisation of ALLOTTEE/S. No objection shall be taken by the ALLOTTEE/S if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The PROMOTER shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/PROMOTER and/or the owners in the said structure of the Building or wing in which the said Flat/s is situated.

9.2 The PROMOTER shall, within three months of registration of the Federation /apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/PROMOTER and/or the owners in the said project on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the PROMOTER to the ALLOTTEE/S that the Flat is ready for use and occupancy, the ALLOTTEE/S shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said project and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the ALLOTTEE/S shall pay to the PROMOTER such proportionate share of outgoings as may be determined. The ALLOTTEE/S further agrees that till the ALLOTTEE/S' share is so determined the ALLOTTEE/S shall pay to the PROMOTER provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the ALLOTTEE/S to the PROMOTER shall not carry any interest and remain with the PROMOTER until a conveyance/assignment of lease of the structure of the building or wing is executed in favor of the society or a limited company as aforesaid. On such conveyance /assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the PROMOTER to the Society or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

- (i) Rs. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
- (iv) Rs.....for deposit towards provisional monthly contribution onwards outgoings of Society or Limited Company/Federation/ Apex body.
- (v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &
- (vi) Rs _____ for deposits of electrical receiving and Sub Station provided in Layout

11. The ALLOTTEE/S shall pay to the PROMOTER a sum of Rs...../- requisite charges for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at Law/Advocates of the PROMOTER in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the said project, the ALLOTTEE/S shall pay to the PROMOTER, the ALLOTTEE/S share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the said project, the ALLOTTEE/S shall pay to the PROMOTER, the ALLOTTEE/S share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said project land to be executed in favour of the society, Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The PROMOTER hereby represents and warrants to the ALLOTTEE/S as follows:

- i. The PROMOTER has clear and marketable title with respect to the aforesaid project as declared in the title report annexed in this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the project.

- ii. The PROMOTER has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project .
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report, if any;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the PROMOTER has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The PROMOTER has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the ALLOTTEE/S created herein, may prejudicially be affected;
- vii. The PROMOTER has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Flat/s which will, in any manner, affect the rights of ALLOTTEE/S under this Agreement;
- viii. The PROMOTER confirms that the PROMOTER is not restricted in any manner whatsoever from selling the said Flat/s to the ALLOTTEE/S in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of ALLOTTEE/S the PROMOTER shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the ALLOTTEE/S;
- x. The PROMOTER has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the PROMOTER in respect of the project land and/or the Project .

14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Promoter as follows :-

i. To maintain the Flat at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter

and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Flat is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the project land on which the building in which Flat is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat s or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the PROMOTER executes this Agreement he/she/they shall not mortgage or create a charge on the Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the ALLOTTEE/S who has taken or agreed to take such Flat.

18. BINDING EFFECT

Forwarding this Agreement to the ALLOTTEE/S by the PROMOTER does not create a binding obligation on the part of the PROMOTER or the ALLOTTEE/S until, firstly, the ALLOTTEE/S signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the ALLOTTEE/S and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the PROMOTER. If the ALLOTTEE/S(s) fails to execute and

deliver to the PROMOTER this Agreement within 30 (thirty) days from the date of its receipt by the ALLOTTEE/S and/or appear before the Sub-Registrar for its registration as and when intimated by the PROMOTER, then the PROMOTER shall serve a notice to the ALLOTTEE/S for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the ALLOTTEE/S, application of the ALLOTTEE/S shall be treated as cancelled and all sums deposited by the ALLOTTEE/S in connection therewith including the booking amount shall be returned to the ALLOTTEE/S without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said flat/plot/building, as the case may be.

20. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent ALLOTTEE/S of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the ALLOTTEE/S has to make any payment, in common with other ALLOTTEE/S(s) in Project, the same shall be in

proportion to the carpet area of the Flat to the total carpet area of all the Flat/s in the Project.

24. FURTHER ASSURANCES Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoter=s Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Thane .

26. The ALLOTTEE/S and/or PROMOTER shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the PROMOTER will attend such office and admit execution thereof.

27. That all notices to be served on the ALLOTTEE/S and the PROMOTER as contemplated by this Agreement shall be deemed to have been duly served if sent to the ALLOTTEE/S or the PROMOTER by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of ALLOTTEE/S :- **MR.** _____
(ALLOTTEE/S= Address) :- _____

Notified Email Id : _____

Name of PROMOTER :- **M/S. VISHV REALTY**
(ALLOTTEE/S= Address) :- Office No.103, B-Wing, The Great Eastern
Summit, Plot No.66, Sector-15, CBD Belapur, Navi
Mumbai

Notified Email Id :- vishvrealty@gmail.com

It shall be the duty of the ALLOTTEE/S and the PROMOTER to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the PROMOTER or the ALLOTTEE/S, as the case may be.

28. JOINT ALLOTTEE/S

That in case there are Joint ALLOTTEE/S all communications shall be sent by the PROMOTER to the ALLOTTEE/S whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the ALLOTTEE/S.

29. STAMP DUTY AND REGISTRATION :- The charges towards stamp duty and Registration of this Agreement shall be borne by the ALLOTTEE/S.

30. DISPUTE RESOLUTION:- Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts will have the jurisdiction for this Agreement.

SCHEDULE A

DESCRIPTION OF PLOT:

All that piece of Land bearing Plot of Land bearing No.10, admeasuring about 1,187.25 Sq.Mtrs. Area, Sector -42, Nerul, Navi Mumbai, Taluka and District- Thane and bounded as follows:-

On or towards the North by : Plot No.43 BLDG
On or towards the South by : 11.00 Mtd. Wide Road
On or towards the West by : Plot No. 11 BLDG
On or towards the East by : Plot No. 8 & 9 BLDG

SCHEDULE AB

DESCRIPTION OF FLAT

ALL THAT piece and parcel of premises bearing Flat No. _____, admeasuring about _____ Sq. Mtrs of Carpet area _____ Floor, in the

building known as **A VISHV ELEANOR** , constructed on Plot No.10, Sector -42, Nerul , Navi Mumbai, Taluka and District- Thane .

IN WITNESS, WHEREOF the Parties hereto have hereunto set and subscribed their respective hands to the day, month and the year specifically mentioned herein above.

Signed sealed and delivered by)

The within named **THE PROMOTER@**)

M/S. VISHV REALTY)

THROUGH ITS PARTNERS)

1) MR. SURAJ SURESH AGARWAL)

2) MR. VISHAL SURESH AGARWAL)

3) MR. NARAYAN JIVA VAVIYA)

4) M/S. VISHVASHREE LIFESPACES PRIVATE LTD.)

In the presence of)

1) _____)

2) _____)

SIGNED SEALED AND DELIVERED BY)

The within named **THE FLAT PURCHASER/S/ALLOTTEE/S)**

.....)

.....)

In the presence of)

1) _____)

2) _____)

R E C E I P T

RECEIVED a sum of **RS.....** (**RUPEES**
.....
..... **ONLY**) BEING THE ADVANCE AND PART SALE
CONSIDERATION PAYMENT from the within named THE PURCHASER/S/
ALLOTTEE/S
.....
..... of **Flat No. _____**, _____ Floor, in the building
known as **A VISHV ELEANOR** situated on Plot No.10, Sector -42, Nerul ,
Navi Mumbai, Taluka and District- Thane.

I/WE SAY RECEIVED
Rs...../-

M/S. VISHV REALTY THROUGH ITS PARTNERS

- 1) MR. SURAJ SURESH AGARWAL ,**
- 2) MR. VISHAL SURESH AGARWAL**
- 3) MR. NARAYAN JIVA VAVIYA,**
- 4) M/S. VISHVASHREE LIFESPACES PRIVATE LTD.**
(PROMOTER)

WITNESS :-

1 .

2 .

Annexure H

LIST OF AMENITIES

FLOORING

! 2X2 Vitrified flooring in all rooms

KITCHEN:

! Granite Kitchen platform with S.S. Sink

! Ceramic tiles over the Kitchen platform up to Beam bottom level

BATH/WC:

! Ceramic glazed tiles up to Beam bottom level

! Branded sanitary fitting

! Concealed plumbing with hot & cold mixer arrangement

DOORS:

! Solid Flush Main Door with designer laminate & Internal wooden doors with paint finish

WINDOWS:

! Powder coated sliding window with Marble frame

WIRING:

! Concealed Copper wiring with Telephone & TV point in Living and Master Bedroom

WALLS & PAINT:

! Internal walls finish with Distemper paint

! Standard quality Acrylic paint on external walls

WATER TANK:

! Underground & Overhead tank with adequate storage capacity

TERRACE:

! Special water proofing treatment

LIST OF ANNEXURE :

Annexure A -- Copy of Commencement Certificate Dated-18.08.2022 .

Annexure B --- Copy of Project Registration Certificate with RERA.

Annexure C --- Copy of Report on Title

Annexure D --- Index 2 Copy of Agreement to Lease Dated . 12.05.2022

Annexure E -- Copy of the Plans of the Layout as approved by the concerned
Local Authority

Annexure F-- Copy of Layout Plan of the Building

Annexure G --- Copy of Typical Floor Plan of the said premises.

Annexure H -- List of Common Amenities.

Dated this Day of September, 2022

M/S. VISHV REALTY
... Promoters

AND

MR
..THE PURCHASER/S/ ALLOTTEE/S

Agreement for Flat No.
